

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through its **LOUISVILLE METRO COMMUNITY ACTION PARTNERSHIP**, herein referred to as "**LOUISVILLE METRO**" and **JEFFERSON COUNTY BOARD OF EDUCATION**, acting by and through its **SCHOOL AND COMMUNITY NUTRITION SERVICES**, 3001 Crittenden Drive, Louisville, Kentucky 40209-1104, hereafter known as "**JCPS**",

WITNESSETH:

WHEREAS, Louisville Metro receives funds from the Kentucky Department of Education (KDE) for the operation of a Summer Food Service Program in the Louisville-Jefferson County Metro area; and,

WHEREAS, Louisville Metro and JCPS wish to cooperate in the provision of meals to school-aged children under 18, at locations throughout the Louisville-Jefferson County Metro area.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. JCPS agrees to prepare and deliver unitized breakfast, snack and lunch meals, inclusive of milk and follow the food cycle as set out in Attachment A.

B. JCPS shall furnish meals as ordered by Louisville Metro. Meals shall be served five (5) days a week, except as notified by Louisville Metro. Meals will not be provided on July 4, 2006 JCPS will make every effort not to provide the same fruit two (2) days in a row. Louisville Metro reserves the right to make changes to the number of meals delivered to each

food service site and to suggest menu changes, which reflect the religious or ethnic practices of a group of children at a particular summer site. Louisville Metro reserves the right to approve substitutions in advance, except for the utilization of fresh produce. Louisville Metro shall notify JCPS of changes to the number of meals delivered per site or to the number of food service sites. Additional meals requested the day of expected delivery may or may not be the scheduled menu, depending on availability.

C. JCPS shall deliver unitized meals to food service sites as submitted to JCPS by Louisville Metro. Food service sites shall be those approved by KDE for the 2006 Summer Food Service Program. Louisville Metro shall provide a listing of the approved food service sites along with the approved number of meals served per site to JCPS no later than May 12, 2006. A site specification sheet with detailed location and delivery instructions shall be provided to JCPS prior to initial delivery to any given site. Louisville Metro reserves the right to add or delete food service sites.

D. Breakfast, snack and lunch meals shall be ordered by 4:00 PM on the day preceding the day of lunch delivery and the day preceding the day of breakfast and snack delivery. Orders will include a breakdown of totals for each site and the type of lunch meal, if applicable. Sites which do not receive a breakfast and/or lunch meal may not order snacks. Orders will be sent electronically per Attachment B. If electronic submission is not available, orders may be faxed per Attachment B. Louisville Metro agrees to work with JCPS to minimize the number of meals not accepted upon delivery.

E. Meals shall be delivered between 10:00 AM and 1:00 PM for all sites in the Louisville Metro service area.

F. All meals furnished must meet or exceed USDA requirements set out in Attachment 4. USDA regulations 7 CFR Part 225 entitled Summer Food Service Program is hereby incorporated by reference. JCPS shall provide Louisville Metro with a current copy of their Food Plan Inspection Form issued by the Cabinet for Human Service, Department for Health Services.

G. Adequate refrigeration shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with state or local health codes. Information regarding the availability of adequate refrigeration for the number of meals requested for a site shall be provided if agreed upon by the site in order to coordinate an alternate delivery schedule as agreed by JCPS, Louisville Metro and the site supervisor.

H. Meals are to be delivered and unloaded to ground at tailgate by JCPS personnel. Tailgate drop off locations shall be designated for each food service site by the site supervisor. JCPS personnel shall allow adequate time for food service site personnel to check the count of unitized meals, and to verify the refrigerated temperature inside the delivery truck before acceptance of delivery. Both JCPS and Louisville Metro designee (food service site supervisor) will sign delivery tickets verifying acceptance of meals. Delivery time and temperature must be annotated on the delivery ticket.

I. Louisville Metro will not incur any costs for damaged or incomplete meals, for unacceptable meals with or without seals intact, or for unauthorized menu changes. Louisville Metro will not incur any costs for meals not delivered within the specified delivery time period. Louisville Metro shall report any damaged or unacceptable meals without missing components, and any incomplete meals or unauthorized meal changes to JCPS no later than the first business

day following the date of delivery. Louisville Metro shall return damaged or unacceptable, incomplete and/or unauthorized meals to JCPS no later than the second business day following the date of delivery.

II. METHOD OF PAYMENT

A. JCPS shall be paid by Louisville Metro for the number of meals delivered, and shall be based upon \$ 1.35 per meal for breakfast, \$0.45 per meal for snack and \$ 2.50 per meal for lunch. Proposed menus for summer 2006 are attached for approval.

B. Delivery tickets must be prepared by JCPS at a minimum of two copies: one for JCPS, and one for Louisville Metro. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Changes to the number of delivered meals on the delivery ticket must be signed by JCPS and Louisville Metro designee (food service site supervisor). JCPS will assess a fee of \$.10 per copy for providing duplicate copies of delivery tickets. Delivery tickets must signed by Louisville Metro designee and JCPS with the truck temperature noted. JCPS will assess a \$25 fee to Louisville Metro for orders that are undeliverable to approved locations based on information from the site specification sheet, or in the event that an alternate delivery location is requested at the time of scheduled delivery. JCPS will notify Louisville Metro before any additional fees are assessed or added. Meals requested for field trips should be ordered two days prior to the field trip, for delivery to the site the day before the field trip.

C. JCPS shall submit itemized weekly invoices to Louisville Metro. Invoices shall give a detailed breakdown of the number of meals delivered at each food service site for the

preceding week. No payments will be made to JCPS for a particular food service site when delivery tickets have not been signed by the designated food service site personnel and JCPS.

D. In no event will Louisville Metro pay bills or expenses, which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. Services pursuant to this Agreement, shall begin on the 1st day of June, 2006, and shall continue through and including the 11th day of August, 2006. Meals delivered from August 7th through the 11th will be either peanut butter and jelly, or cheese crackers. Continuation of this Agreement beyond June 30, 2006, but no later than August 12, 2006, is contingent upon Louisville Metro Council budget approval.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause JCPS to be an officer or official of the government. By executing this agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

JCPS shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of JCPS's costs which are chargeable to Louisville Metro under this Agreement; and Louisville Metro shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by JCPS shall include (without limitation): (a) payroll records accounting for total time distribution of JCPS's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as cancelled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for JCPS's stores stock or capital items; and (c) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. HOLD HARMLESS CLAUSE

JCPS agrees to hold harmless the Louisville/Jefferson County Metro Government from and against all losses, claims, expenses, actions, causes of action, costs, damages and obligations final or otherwise, arising from any and all negligent acts of the JCPS, under the memorandum that result in injury to persons, damage of property or loss arising from the performance of this agreement. The Louisville/Jefferson County Metro Government agrees to indemnify JCPS to the extent the Louisville/Jefferson County Metro Government is liable under Kentucky law for injuries or damages caused by the Louisville/Jefferson County Metro Government and their employees negligence.

VII. REPORTING OF INCOME

The compensation payable under this Agreement is subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the parties agree that the venue shall be the states courts of Kentucky or the U. S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

IX. AUTHORITY

Louisville Metro and JCPS, by execution of this Agreement, do hereby warrant and represent to each other that they are duly organized and validly existing entities, are qualified to do business in the State of Kentucky, have full right, power and authority to enter into this Agreement, and that each person signing on behalf of Louisville Metro and JCPS is authorized to do so.

X. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or

application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29

U.S.C. 650 et. seq., as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIII. SUCCESSORS

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing

thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. CAPTIONS

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM:

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT



IRV MAZE
COUNTY ATTORNEY

JERRY E. ABRAMSON
MAYOR

Date: 3/31/06

Date: _____

LOUISVILLE METRO
COMMUNITY ACTION PARTNERSHIP

JEFFERSON COUNTY PUBLIC
SCHOOLS

KIMBERLY L. BUNTON
EXECUTIVE DIRECTOR

STEPHEN W. DAESCHNER
SUPERINTENDENT

Date: _____

Date: _____

CHERYL B. STURGEON, DIRECTOR
SCHOOL & COMMUNITY
NUTRITION SERVICES

Date: _____

ATTACHMENT A

**JEFFERSON COUNTY PUBLIC SCHOOLS
LOUISVILLE METRO COMMUNITY ACTION PARTNERSHIP
2006 SUMMER FOOD SERVICE PROGRAM**

BREAKFAST CYCLE MENU

DAY 1	ORANGE JUICE GOLDEN GRAHAMS CEREAL 1% UNFLAVORED MILK
DAY 2	GRAPE JUICE BANANA MUFFIN 1% UNFLAVORED MILK
DAY 3	APPLE JUICE POPTART 1% UNFLAVORED MILK
DAY 4	GRAPE JUICE SUPER DONUT 1% UNFLAVORED MILK
DAY 5	ORANGE JUICE REDUCED SUGAR FROOT LOOPS 1% UNFLAVORED MILK

ATTACHMENT A

**JEFFERSON COUNTY PUBLIC SCHOOLS
LOUISVILLE METRO COMMUNITY ACTION PARTNERSHIP
2006 SUMMER FOOD SERVICE PROGRAM**

LUNCH CYCLE MENU

DAY 1	PEANUT BUTTER AND JELLY UNCRUSTABLE PEACH CUP APPLE JUICE CHOCOLATE CHIP COOKIE 1% CHOCOLATE MILK
DAY 2	HAM SANDWICH FRESH APPLE ORANGE JUICE TROPICAL OATMEAL COOKIE 1% CHOCOLATE MILK
DAY 3	TURKEY SANDWICH FRUIT COCKTAIL GRAPE JUICE SUGAR COOKIE 1% CHOCOLATE MILK
DAY 4	DELI SANDWICH APPLESAUCE CUP ORANGE JUICE M&M COOKIE 1% CHOCOLATE MILK
DAY 5	CHEESE AND CRACKERS PINEAPPLE CUP GRAPE JUICE ANIMAL CRACKERS 1% CHOCOLATE MILK

ATTACHMENT A

2006 SUMMER FOOD SERVICE PROGRAM

LUNCH CYCLE MENU – CONT.

DAY 6	PEANUT BUTTER AND JELLY UNCRUSTABLE PEACH CUP APPLE JUICE CHOCOLATE CHIP COOKIE 1% CHOCOLATE MILK
DAY 7	TURKEY AND CHEESE SANDWICH APPLESAUCE CUP GRAPE JUICE M&M COOKIE 1% CHOCOLATE MILK
DAY 8	HAM SANDWICH LUNCH BUNCH GRAPES ORANGE JUICE CHOCOLATE CHOCOLATE CHIP COOKIE 1% CHOCOLATE MILK
DAY 9	TURKEY SANDWICH FRESH APPLE ORANGE JUICE M&M COOKIE 1% CHOCOLATE MILK
DAY 10	CHEESE AND CRACKERS PEAR CUP GRAPE JUICE CHOCOLATE MOON PIE 1% CHOCOLATE MILK

ATTACHMENT A

**JEFFERSON COUNTY PUBLIC SCHOOLS
LOUISVILLE METRO COMMUNITY ACTION PARTNERSHIP
2006 SUMMER FOOD SERVICE PROGRAM**

SNACK MENU

DAY 1 CHEESY ANIMAL CRACKERS
 CHERRY JUICY JUICE

DAY 2 ELF GRAHAMS
 1% UNFLAVORED MILK

DAY 3 PHYSEDIBLES CRACKERS
 1% UNFLAVORED MILK

DAY 4 SUN CHIPS
 CHERRY JUICY JUICE

DAY 5 ANIMAL CRACKERS
 1% UNFLAVORED MILK

ATTACHMENT A

**JEFFERSON COUNTY PUBLIC SCHOOLS
LOUISVILLE METRO COMMUNITY ACTION PARTNERSHIP
2006 SUMMER FOOD SERVICE PROGRAM**

ALTERNATE LUNCH – 1 WEEK CYCLE MENU

(Alternate menu only to be used if requested by site for allergies and religious purposes.)

DAY 1 PEANUT BUTTER AND JELLY UNCRUSTABLE
 PEACH CUP
 APPLE JUICE
 CHOCOLATE CHIP COOKIE
 1% CHOCOLATE OR WHITE MILK

DAY 2 TURKEY SANDWICH
 FRESH APPLE
 ORANGE JUICE
 TROPICAL OATMEAL COOKIE
 1% CHOCOLATE OR WHITE MILK

DAY 3 CHEESE AND CRACKERS
 PINEAPPLE CUP
 GRAPE JUICE
 ANIMAL CRACKERS
 1% CHOCOLATE OR WHITE MILK

DAY 4 TURKEY AND CHEESE SANDWICH
 FRUIT COCKTAIL
 APPLE JUICE
 SUGAR COOKIE
 1% CHOCOLATE OR WHITE MILK

DAY 5 CHEESE AND CRACKERS
 APPLESAUCE CUP
 GRAPE JUICE
 CHOCOLATE MOON PIE
 1% CHOCOLATE OR WHITE MILK

ATTACHMENT B

- I. Orders shall be sent electronically by 4:00 PM daily with adjustments no later than 8:00 AM on the day of delivery to the following individuals:

Martha Dysart	<u>mdysart@jefferson.k12.ky.us</u>
Linda Ford	<u>lford2@jefferson.k12.ky.us</u>
Alice Thompson	<u>athomp9@jefferson.k12.ky.us</u>
Janice Bemiss	<u>jbemiss1@jefferson.k12.ky.us</u>

If electronic transmission is not available orders shall be faxed to Martha Dysart at 502-485-6496 or 502-485-6494.

ATTACHMENT 4

Meal Patterns

Breakfast Meal Pattern

Select All Three Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
1 fruit/vegetable	1/2 cup	juice, ¹ and/or vegetable
1 grains/bread ²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains

¹ Fruit or vegetable juice must be full-strength.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

Lunch or Supper Meal Pattern

Select All Four Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice, ¹ fruit and/or vegetable
1 grains/bread ²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	2 oz.	lean meat or poultry or fish ³ or
	2 oz.	alternate protein product or
	2 oz.	cheese or
	1 large	egg or
	1/2 cup	cooked dry beans or peas or
	4 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds ⁴ or
	8 oz.	yogurt ⁵

¹ Fruit or vegetable juice must be full-strength.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be

ATTACHMENT 4

combined with another meat/meat alternate to fulfill the lunch or supper requirement.

⁵ Yogurt may be plain or flavored, unsweetened or sweetened.

Snack (Supplement) Meal Pattern

Select Two of the Four Components for a Reimbursable Snack

1 milk	1 cup	fluid milk
1 fruit/vegetable	3/4 cup	juice, ¹ fruit and/or vegetable
1 grains/bread ²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	1 oz.	lean meat or poultry or fish ³ or
	1 oz.	alternate protein product or
	1 oz.	cheese or
	1/2 large	egg or
	1/4 cup	cooked dry beans or peas or
	2 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds or
	4 oz.	yogurt ⁴

¹ Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Yogurt may be plain or flavored, unsweetened or sweetened.